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CONVENTION ON SUPPLEMENTARY COMPENSATION FOR NUCLEAR DAMAGE

1. The Convention on Supplementary Compensation for Nuclear Damage was adopted on 12 September 1997 by a Diplomatic Conference held 8-12 September 1997, and was opened for signature at Vienna on 29 September 1997 at the 41st General Conference of the International Atomic Energy Agency. The Convention will remain open for signature until its entry into force.

2. Pursuant to Article XX, the Convention will enter into force on the ninetieth day following the date on which at least five States with a minimum of 400,000 units of installed nuclear capacity have deposited an instrument referred to in Article XVIII. After its entry into force, any State which has not signed the Convention may accede to it.

3. Attention is drawn to Article XVIII.1 and XIX.1 which provide that instruments of ratification, acceptance, approval or accession will only be accepted from a State which is a Party to either the Vienna Convention or the Paris Convention, or a State which declares that its national law complies with the provisions of the Annex to the Convention, provided that, in the case of a State having on its territory a nuclear installation as defined in the Convention on Nuclear Safety of 17 June 1994, it is a Contracting State to that Convention.

4. The text of the Convention, taken from a certified copy, is reproduced in the Attachment herein for the information of all Members.

For reasons of economy, this document has been printed in a limited number.

CONVENTION ON SUPPLEMENTARY COMPENSATION FOR NUCLEAR DAMAGE

CONVENTION ON SUPPLEMENTARY COMPENSATION FOR NUCLEAR DAMAGE

THE CONTRACTING PARTIES,

RECOGNIZING the importance of the measures provided in the Vienna Convention on Civil Liability for Nuclear Damage and the Paris Convention on Third Party Liability in the Field of Nuclear Energy as well as in national legislation on compensation for nuclear damage consistent with the principles of these Conventions;

DESIROUS of establishing a worldwide liability regime to supplement and enhance these measures with a view to increasing the amount of compensation for nuclear damage;

RECOGNIZING further that such a worldwide liability regime would encourage regional and global co-operation to promote a higher level of nuclear safety in accordance with the principles of international partnership and solidarity;

HAVE AGREED as follows:

CHAPTER I

GENERAL PROVISIONS

Article I

Definitions

For the purposes of this Convention:

(a) "Vienna Convention" means the Vienna Convention on Civil Liability for Nuclear Damage of 21 May 1963 and any amendment thereto which is in force for a Contracting Party to this Convention.

(b) "Paris Convention" means the Paris Convention on Third Party Liability in the Field of Nuclear Energy of 29 July 1960 and any amendment thereto which is in force for a Contracting Party to this Convention.

(c) "Special Drawing Right", hereinafter referred to as SDR, means the unit of account defined by the International Monetary Fund and used by it for its own operations and transactions.

(d) "Nuclear reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

(e) "Installation State", in relation to a nuclear installation, means the Contracting Party within whose territory that installation is situated or, if it is not situated within the territory of any State, the Contracting Party by which or under the authority of which the nuclear installation is operated.

(f) "Nuclear Damage" means:

(i) loss of life or personal injury;

(ii) loss of or damage to property;

and each of the following to the extent determined by the law of the competent court:

(iii) economic loss arising from loss or damage referred to in sub-paragraph (i) or (ii), insofar as not included in those sub-paragraphs, if incurred by a person entitled to claim in respect of such loss or damage;

(iv) the costs of measures of reinstatement of impaired environment, unless such impairment is insignificant, if such measures are actually taken or to be taken, and insofar as not included in sub-paragraph (ii);

(v) loss of income deriving from an economic interest in any use or enjoyment of the environment, incurred as a result of a significant impairment of that environment, and insofar as not included in sub-paragraph (ii);

(vi) the costs of preventive measures, and further loss or damage caused by such measures;

(vii) any other economic loss, other than any caused by the impairment of the environment, if permitted by the general law on civil liability of the competent court,

in the case of sub-paragraphs (i) to (v) and (vii) above, to the extent that the loss or damage arises out of or results from ionizing radiation emitted by any source of radiation inside a nuclear installation, or emitted from nuclear fuel or radioactive products or waste in, or of nuclear material coming from, originating

in, or sent to, a nuclear installation, whether so arising from the radioactive properties of such matter, or from a combination of radioactive properties with toxic, explosive or other hazardous properties of such matter.

(g) "Measures of reinstatement" means any reasonable measures which have been approved by the competent authorities of the State where the measures were taken, and which aim to reinstate or restore damaged or destroyed components of the environment, or to introduce, where reasonable, the equivalent of these components into the environment. The law of the State where the damage is suffered shall determine who is entitled to take such measures.

(h) "Preventive measures" means any reasonable measures taken by any person after a nuclear incident has occurred to prevent or minimize damage referred to in sub-paragraphs (f)(i) to (v) or (vii), subject to any approval of the competent authorities required by the law of the State where the measures were taken.

(i) "Nuclear incident" means any occurrence or series of occurrences having the same origin which causes nuclear damage or, but only with respect to preventive measures, creates a grave and imminent threat of causing such damage.

(j) "Installed nuclear capacity" means for each Contracting Party the total of the number of units given by the formula set out in Article IV.2; and "thermal power" means the maximum thermal power authorized by the competent national authorities.

(k) "Law of the competent court" means the law of the court having jurisdiction under this Convention, including any rules of such law relating to conflict of laws.

(l) "Reasonable measures" means measures which are found under the law of the competent court to be appropriate and proportionate, having regard to all the circumstances, for example:

(i) the nature and extent of the damage incurred or, in the case of preventive measures, the nature and extent of the risk of such damage;

(ii) the extent to which, at the time they are taken, such measures are likely to be effective; and

(iii) relevant scientific and technical expertise.

Article II

Purpose and Application

1. The purpose of this Convention is to supplement the system of compensation provided pursuant to national law which:

(a) implements one of the instruments referred to in Article I (a) and (b); or

(b) complies with the provisions of the Annex to this Convention.

2. The system of this Convention shall apply to nuclear damage for which an operator of a nuclear installation used for peaceful purposes situated in the territory of a Contracting Party is liable under either one of the Conventions referred to in Article I or national law mentioned in paragraph 1(b) of this Article.

3. The Annex referred to in paragraph 1(b) shall constitute an integral part of this Convention.

CHAPTER II

COMPENSATION

Article III

Undertaking

1. Compensation in respect of nuclear damage per nuclear incident shall be ensured by the following means:

(a) (i) the Installation State shall ensure the availability of 300 million SDRs or a greater amount that it may have specified to the Depositary at any time prior to the nuclear incident, or a transitional amount pursuant to sub-paragraph (ii);

(ii) a Contracting Party may establish for the maximum of 10 years from the date of the opening for signature of this Convention, a transitional amount of at least 150 million SDRs in respect of a nuclear incident occurring within that period.

(b) beyond the amount made available under sub-paragraph (a), the Contracting Parties shall make available public funds according to the formula specified in Article IV.

2. (a) Compensation for nuclear damage in accordance with paragraph 1(a) shall be distributed equitably without discrimination on the basis of nationality, domicile or residence, provided that the law of the Installation State may, subject to obligations of that State under other conventions on nuclear liability, exclude nuclear damage suffered in a non-Contracting State.

(b) Compensation for nuclear damage in accordance with paragraph 1(b), shall, subject to Articles V and XI.1(b), be distributed equitably without discrimination on the basis of nationality, domicile or residence.

3. If the nuclear damage to be compensated does not require the total amount under paragraph 1(b), the contributions shall be reduced proportionally.

4. The interest and costs awarded by a court in actions for compensation of nuclear damage are payable in addition to the amounts awarded pursuant to paragraphs 1(a) and (b) and shall be proportionate to the actual contributions made pursuant to paragraphs 1(a) and (b), respectively, by the operator liable, the Contracting Party in whose territory the nuclear installation of that operator is situated, and the Contracting Parties together.

Article IV

Calculation of Contributions

1. The formula for contributions according to which the Contracting Parties shall make available the public funds referred to in Article III.1(b) shall be determined as follows:

(a) (i) the amount which shall be the product of the installed nuclear capacity of that Contracting Party multiplied by 300 SDRs per unit of installed capacity; and

(ii) the amount determined by applying the ratio between the United Nations rate of assessment for that Contracting Party as assessed for the year preceding the year in which the nuclear incident occurs, and the total of such rates for all Contracting Parties to 10% of the sum of the amounts calculated for all Contracting Parties under sub-paragraph (i).

(b) Subject to sub-paragraph (c), the contribution of each Contracting Party shall be the sum of the amounts referred to in sub-paragraphs (a)(i) and (ii), provided that States on the minimum United Nations rate of assessment with no nuclear reactors shall not be required to make contributions.

(c) The maximum contribution which may be charged per nuclear incident to any Contracting Party, other than the Installation State, pursuant to sub-paragraph (b) shall not exceed its specified percentage of the total of contributions of all Contracting Parties determined pursuant to sub-paragraph (b). For a particular Contracting Party, the specified percentage shall be its UN rate of assessment expressed as a percentage plus 8 percentage points. If, at the time an incident occurs, the total installed capacity represented by the Parties to this Convention is at or above a level of 625,000 units, this percentage shall be increased by one percentage point. It shall be increased by one additional percentage point for each increment of 75,000 units by which the capacity exceeds 625,000 units.

2. The formula is for each nuclear reactor situated in the territory of the Contracting Party, 1 unit for each MW of thermal power. The formula shall be calculated on the basis of the thermal power of the nuclear reactors shown at the date of the nuclear incident in the list established and kept up to date in accordance with Article VIII.

3. For the purpose of calculating the contributions, a nuclear reactor shall be taken into account from that date when nuclear fuel elements have been first loaded into the nuclear reactor. A nuclear reactor shall be excluded from the calculation when all fuel elements have been removed permanently from the reactor core and have been stored safely in accordance with approved procedures.

Article V

Geographical Scope

1. The funds provided for under Article III.1(b) shall apply to nuclear damage which is suffered:

(a) in the territory of a Contracting Party; or

(b) in or above maritime areas beyond the territorial sea of a Contracting Party:

(i) on board or by a ship flying the flag of a Contracting Party, or on board or by an aircraft registered in the territory of a Contracting Party, or on or by an artificial island, installation or structure under the jurisdiction of a Contracting Party; or

(ii) by a national of a Contracting Party;

excluding damage suffered in or above the territorial sea of a State not Party to this Convention; or

(c) in or above the exclusive economic zone of a Contracting Party or on the continental shelf of a Contracting Party in connection with the exploitation or the exploration of the natural resources of that exclusive economic zone or continental shelf;

provided that the courts of a Contracting Party have jurisdiction pursuant to Article XIII.

2. Any signatory or acceding State may, at the time of signature of or accession to this Convention or on the deposit of its instrument of ratification, declare that for the purposes of the application of paragraph 1(b)(ii), individuals or certain categories thereof, considered under its law as having their habitual residence in its territory, are assimilated to its own nationals.

3. In this article, the expression "a national of a Contracting Party" shall include a Contracting Party or any of its constituent sub-divisions, or a partnership, or any public or private body whether corporate or not established in the territory of a Contracting Party.

CHAPTER III

ORGANIZATION OF SUPPLEMENTARY FUNDING

Article VI

Notification of Nuclear Damage

Without prejudice to obligations which Contracting Parties may have under other international agreements, the Contracting Party whose courts have jurisdiction shall inform the other Contracting Parties of a nuclear incident as soon as it appears that the damage caused by such incident exceeds, or is likely to exceed, the amount available under Article III.1(a) and that contributions under Article III.1(b) may be required. The Contracting Parties shall without delay make all the necessary arrangements to settle the procedure for their relations in this connection.

Article VII

Call for Funds

1. Following the notification referred to in Article VI, and subject to Article X.3, the Contracting Party whose courts have jurisdiction shall request the other Contracting Parties to make available the public funds required under Article III.1(b) to the extent and when they are actually required and shall have exclusive competence to disburse such funds.

2. Independently of existing or future regulations concerning currency or transfers, Contracting Parties shall authorize the transfer and payment of any contribution provided pursuant to Article III.1(b) without any restriction.

Article VIII

List of Nuclear Installations

1. Each Contracting State shall, at the time when it deposits its instrument of ratification, acceptance, approval or accession, communicate to the Depositary a complete listing of all nuclear installations referred to in Article IV.3. The listing shall contain the necessary particulars for the purpose of the calculation of contributions.

2. Each Contracting State shall promptly communicate to the Depositary all modifications to be made to the list. Where such modifications include the addition of a nuclear installation, the communication must be made at least three months before the expected date when nuclear material will be introduced into the installation.

3. If a Contracting Party is of the opinion that the particulars, or any modification to be made to the list communicated by a Contracting State pursuant to paragraphs 1 and 2, do not comply with the provisions, it may raise objections thereto by addressing them to the Depositary within three months from the date on which it has received notice pursuant to paragraph 5. The Depositary shall forthwith communicate this objection to the State to whose information the objection has been raised. Any unresolved differences shall be dealt with in accordance with the dispute settlement procedure laid down in Article XVI.

4. The Depositary shall maintain, update and annually circulate to all Contracting States the list of nuclear installations established in accordance with this Article. Such list shall consist of all the particulars and modifications referred to in this Article, it being understood that objections submitted under this Article shall have effect retrospective to the date on which they were raised, if they are sustained.

5. The Depositary shall give notice as soon as possible to each Contracting Party of the communications and objections which it has received pursuant to this Article.

Article IX

Rights of Recourse

1. Each Contracting Party shall enact legislation in order to enable both the Contracting Party in whose territory the nuclear installation of the operator liable is situated and the other Contracting Parties who have paid contributions referred to in Article III.1(b), to benefit from the operator's right of recourse to the extent that he has such a right under either one of the Conventions referred to in Article I or national legislation mentioned in Article II.1(b) and to the extent that contributions have been made by any of the Contracting Parties.

2. The legislation of the Contracting Party in whose territory the nuclear installation of the operator liable is situated may provide for the recovery of public funds made available under this Convention from such operator if the damage results from fault on his part.

3. The Contracting Party whose courts have jurisdiction may exercise the rights of recourse provided for in paragraphs 1 and 2 on behalf of the other Contracting Parties which have contributed.

Article X

Disbursements, Proceedings

1. The system of disbursements by which the funds required under Article III.1 are to be made available and the system of apportionment thereof shall be that of the Contracting Party whose courts have jurisdiction.

2. Each Contracting Party shall ensure that persons suffering damage may enforce their rights to compensation without having to bring separate proceedings according to the origin of the funds provided for such compensation and that Contracting Parties may intervene in the proceedings against the operator liable.

3. No Contracting Party shall be required to make available the public funds referred to in Article III.1(b) if claims for compensation can be satisfied out of the funds referred to in Article III.1(a).

Article XI

Allocation of Funds

The funds provided under Article III.1(b) shall be distributed as follows:

1. (a) 50% of the funds shall be available to compensate claims for nuclear damage suffered in or outside the Installation State;

(b) 50% of the funds shall be available to compensate claims for nuclear damage suffered outside the territory of the Installation State to the extent that such claims are uncompensated under sub-paragraph (a).

(c) In the event the amount provided pursuant to Article III.1(a) is less than 300 million SDRs:

(i) the amount in paragraph 1(a) shall be reduced by the same percentage as the percentage by which the amount provided pursuant to Article III.1(a) is less than 300 million SDRs; and

(ii) the amount in paragraph 1(b) shall be increased by the amount of the reduction calculated pursuant to sub-paragraph (i).

2. If a Contracting Party, in accordance with Article III.1(a), has ensured the availability without discrimination of an amount not less than 600 million SDRs, which has been specified to the Depositary prior to the nuclear incident, all funds referred to in Article III.1(a) and (b) shall, notwithstanding paragraph 1, be made available to compensate nuclear damage suffered in and outside the Installation State.

CHAPTER IV

EXERCISE OF OPTIONS

Article XII

1. Except insofar as this Convention otherwise provides, each Contracting Party may exercise the powers vested in it by virtue of the Vienna Convention or the Paris Convention, and any provisions made thereunder may be invoked against the other Contracting Parties in order that the public funds referred to in Article III.1(b) be made available.

2. Nothing in this Convention shall prevent any Contracting Party from making provisions outside the scope of the Vienna or the Paris Convention and of this Convention, provided that such provision shall not involve any further obligation on the part of the other Contracting Parties, and provided that damage in a Contracting Party having no nuclear installations within its territory shall not be excluded from such further compensation on any grounds of lack of reciprocity.

3. (a) Nothing in this Convention shall prevent Contracting Parties from entering into regional or other agreements with the purpose of implementing their obligations under Article III.1(a) or providing additional funds for the compensation of nuclear damage, provided that this shall not involve any further obligation under this Convention for the other Contracting Parties.

(b) A Contracting Party intending to enter into any such agreement shall notify all other Contracting Parties of its intention. Agreements concluded shall be notified to the Depositary.

CHAPTER V

JURISDICTION AND APPLICABLE LAW

Article XIII

Jurisdiction

1. Except as otherwise provided in this article, jurisdiction over actions concerning nuclear damage from a nuclear incident shall lie only with the courts of the Contracting Party within which the nuclear incident occurs.

2. Where a nuclear incident occurs within the area of the exclusive economic zone of a Contracting Party or, if such a zone has not been established, in an area not exceeding the limits of an exclusive economic zone, were one to be established by that Party, jurisdiction over actions concerning nuclear damage from that nuclear incident shall, for the purposes of this Convention, lie only with the courts of that Party. The preceding sentence shall apply if that Contracting Party has notified the Depositary of such area prior to the nuclear incident. Nothing in this paragraph shall be interpreted as permitting the exercise of jurisdiction in a manner which is contrary to the international law of the sea, including the United Nations Convention on the Law of the Sea. However, if the exercise of such jurisdiction is inconsistent with the obligations of that Party under Article XI of the Vienna Convention or Article 13 of the Paris Convention in relation to a State not Party to this Convention jurisdiction shall be determined according to those provisions.

3. Where a nuclear incident does not occur within the territory of any Contracting Party or within an area notified pursuant to paragraph 2, or where the place of a nuclear incident cannot be determined with certainty, jurisdiction over actions concerning nuclear damage from the nuclear incident shall lie only with the courts of the Installation State.

4. Where jurisdiction over actions concerning nuclear damage would lie with the courts of more than one Contracting Party, these Contracting Parties shall determine by agreement which Contracting Party's courts shall have jurisdiction.

5. A judgment that is no longer subject to ordinary forms of review entered by a court of a Contracting Party having jurisdiction shall be recognized except:

(a) where the judgment was obtained by fraud;

(b) where the party against whom the judgment was pronounced was not given a fair opportunity to present his case; or

(c) where the judgment is contrary to the public policy of the Contracting Party within the territory of which recognition is sought, or is not in accord with fundamental standards of justice.

6. A judgment which is recognized under paragraph 5 shall, upon being presented for enforcement in accordance with the formalities required by the law of the Contracting Party where enforcement is sought, be enforceable as if it were a judgment of a court of that Contracting Party. The merits of a claim on which the judgment has been given shall not be subject to further proceedings.

7. Settlements effected in respect of the payment of compensation out of the public funds referred to in Article III.1(b) in accordance with the conditions established by national legislation shall be recognized by the other Contracting Parties.

Article XIV

Applicable Law

1. Either the Vienna Convention or the Paris Convention or the Annex to this Convention, as appropriate, shall apply to a nuclear incident to the exclusion of the others.

2. Subject to the provisions of this Convention, the Vienna Convention or the Paris Convention, as appropriate, the applicable law shall be the law of the competent court.

Article XV

Public International Law

This Convention shall not affect the rights and obligations of a Contracting Party under the general rules of public international law.

CHAPTER VI

DISPUTE SETTLEMENT

Article XVI

1. In the event of a dispute between Contracting Parties concerning the interpretation or application of this Convention, the parties to the dispute shall consult with a view to the settlement of the dispute by negotiation or by any other peaceful means of settling disputes acceptable to them.

2. If a dispute of this character referred to in paragraph 1 cannot be settled within six months from the request for consultation pursuant to paragraph 1, it shall, at the request of any party to such dispute, be submitted to arbitration or referred to the International Court of Justice for decision. Where a dispute is submitted to arbitration, if, within six months from the date of the request, the parties to the dispute are unable to agree on the organization of the arbitration, a party may request the President of the International Court of Justice or the Secretary-General of the United Nations to appoint one or more arbitrators. In cases of conflicting requests by the parties to the dispute, the request to the Secretary-General of the United Nations shall have priority.

3. When ratifying, accepting, approving or acceding to this Convention, a State may declare that it does not consider itself bound by either or both of the dispute settlement

procedures provided for in paragraph 2. The other Contracting Parties shall not be bound by a dispute settlement procedure provided for in paragraph 2 with respect to a Contracting Party for which such a declaration is in force.

4. A Contracting Party which has made a declaration in accordance with paragraph 3 may at any time withdraw it by notification to the Depositary.

CHAPTER VII
FINAL CLAUSES

Article XVII
Signature

This Convention shall be open for signature, by all States at the Headquarters of the International Atomic Energy Agency in Vienna from 29 September 1997 until its entry into force.

Article XVIII
Ratification, Acceptance, Approval

1. This Convention shall be subject to ratification, acceptance or approval by the signatory States. An instrument of ratification, acceptance or approval shall be accepted only from a State which is a Party to either the Vienna Convention or the Paris Convention, or a State which declares that its national law complies with the provisions of the Annex to this Convention, provided that, in the case of a State having on its territory a nuclear installation as defined in the Convention on Nuclear Safety of 17 June 1994, it is a Contracting State to that Convention.

2. The instruments of ratification, acceptance or approval shall be deposited with the Director General of the International Atomic Energy Agency who shall act as the Depositary of this Convention.

3. A Contracting Party shall provide the Depositary with a copy, in one of the official languages of the United Nations, of the provisions of its national law referred to in Article II.1 and amendments thereto, including any specification made pursuant to Article III.1(a), Article XI.2, or a transitional amount pursuant to Article III.1(a)(ii). Copies of such provisions shall be circulated by the Depositary to all other Contracting Parties.

Article XIX

Accession

1. After its entry into force, any State which has not signed this Convention may accede to it. An instrument of accession shall be accepted only from a State which is a Party to either the Vienna Convention or the Paris Convention, or a State which declares that its national law complies with the provisions of the Annex to this Convention, provided that, in the case of a State having on its territory a nuclear installation as defined in the Convention on Nuclear Safety of 17 June 1994, it is a Contracting State to that Convention.

2. The instruments of accession shall be deposited with the Director General of the International Atomic Energy Agency.

3. A Contracting Party shall provide the Depositary with a copy, in one of the official languages of the United Nations, of the provisions of its national law referred to in Article II.1 and amendments thereto, including any specification made pursuant to Article III.1(a), Article XI.2, or a transitional amount pursuant to Article III.1(a)(ii). Copies of such provisions shall be circulated by the Depositary to all other Contracting Parties.

Article XX

Entry Into Force

1. This Convention shall come into force on the ninetieth day following the date on which at least 5 States with a minimum of 400,000 units of installed nuclear capacity have deposited an instrument referred to in Article XVIII.

2. For each State which subsequently ratifies, accepts, approves or accedes to this Convention, it shall enter into force on the ninetieth day after deposit by such State of the appropriate instrument.

Article XXI

Denunciation

1. Any Contracting Party may denounce this Convention by written notification to the Depositary.

2. Denunciation shall take effect one year after the date on which the notification is received by the Depositary.

Article XXII

Cessation

1. Any Contracting Party which ceases to be a Party to either the Vienna Convention or the Paris Convention shall notify the Depositary thereof and of the date of such cessation. On that date such Contracting Party shall have ceased to be a Party to this Convention unless its national law complies with the provisions of the Annex to this Convention and it has so notified the Depositary and provided it with a copy of the provisions of its national law in one of the official languages of the United Nations. Such copy shall be circulated by the Depositary to all other Contracting Parties.

2. Any Contracting Party whose national law ceases to comply with the provisions of the Annex to this Convention and which is not a Party to either the Vienna Convention or the Paris Convention shall notify the Depositary thereof and of the date of such cessation. On that date such Contracting Party shall have ceased to be a Party to this Convention.

3. Any Contracting Party having on its territory a nuclear installation as defined in the Convention on Nuclear Safety which ceases to be Party to that Convention shall notify the depositary thereof and of the date of such cessation. On that date, such Contracting Party shall, notwithstanding paragraphs 1 and 2, have ceased to be a Party to the present Convention.

Article XXIII

Continuance of Prior Rights and Obligations

Notwithstanding denunciation pursuant to Article XXI or cessation pursuant to Article XXII, the provisions of this Convention shall continue to apply to any nuclear damage caused by a nuclear incident which occurs before such denunciation or cessation.

Article XXIV

Revision and Amendments

1. The Depositary, after consultations with the Contracting Parties, may convene a conference for the purpose of revising or amending this Convention.

2. The Depositary shall convene a conference of Contracting Parties for the purpose of revising or amending this Convention at the request of not less than one-third of all Contracting Parties.

Article XXV

Amendment by Simplified Procedure

1. A meeting of the Contracting Parties shall be convened by the Depositary to amend the compensation amounts referred to in Article III.1(a) and (b) or categories of installations including contributions payable for them, referred to in Article IV.3, if one-third of the Contracting Parties express a desire to that effect.

2. Decisions to adopt a proposed amendment shall be taken by vote. Amendments shall be adopted if no negative vote is cast.

3. Any amendment adopted in accordance with paragraph 2 shall be notified by the Depositary to all Contracting Parties. The amendment shall be considered accepted if within a period of 36 months after it has been notified, all Contracting Parties at the time of the adoption of the amendment have communicated their acceptance to the Depositary. The amendment shall enter into force for all Contracting Parties 12 months after its acceptance.

4. If, within a period of 36 months from the date of notification for acceptance the amendment has not been accepted in accordance with paragraph 3, the amendment shall be considered rejected.

5. When an amendment has been adopted in accordance with paragraph 2 but the 36 months period for its acceptance has not yet expired, a State which becomes a Party to this Convention during that period shall be bound by the amendment if it comes into force. A State which becomes a Party to this Convention after that period shall be bound by any amendment which has been accepted in accordance with paragraph 3. In the cases referred to in the present paragraph, a Contracting Party shall be bound by an amendment when that amendment enters into force, or when this Convention enters into force for that Contracting Party, whichever date is the later.

Article XXVI

Functions of the Depositary

In addition to functions in other Articles of this Convention, the Depositary shall promptly notify Contracting Parties and all other States as well as the Secretary-General of the Organization for Economic Co-operation and Development of:

(a) each signature of this Convention;

(b) each deposit of an instrument of ratification, acceptance, approval or accession concerning this Convention;

(c) the entry into force of this Convention;

(d) declarations received pursuant to Article XVI;

(e) any denunciation received pursuant to Article XXI, or notification received pursuant to Article XXII;

(f) any notification under paragraph 2 of Article XIII;

(g) other pertinent notifications relating to this Convention.

Article XXVII

Authentic Texts

The original of this Convention, of which Arabic, Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Director General of the International Atomic Energy Agency who shall send certified copies thereof to all States.

IN WITNESS WHEREOF, THE UNDERSIGNED, BEING DULY AUTHORIZED THERETO, HAVE SIGNED THIS CONVENTION.

Done at Vienna, this twelfth day of September, one thousand nine hundred ninety-seven.

ANNEX

A Contracting Party which is not a Party to any of the Conventions mentioned in Article I(a) or (b) of this Convention shall ensure that its national legislation is consistent with the provisions laid down in this Annex insofar as those provisions are not directly applicable within that Contracting Party. A Contracting Party having no nuclear installation on its territory is required to have only that legislation which is necessary to enable such a Party to give effect to its obligations under this Convention.

Article 1

Definitions

1. In addition to the definitions in Article I of this Convention, the following definitions apply for the purposes of this Annex:

(a) "Nuclear Fuel" means any material which is capable of producing energy by a self-sustaining chain process of nuclear fission.

(b) "Nuclear Installation" means:

(i) any nuclear reactor other than one with which a means of sea or air transport is equipped for use as a source of power, whether for propulsion thereof or for any other purpose;

(ii) any factory using nuclear fuel for the production of nuclear material, or any factory for the processing of nuclear material, including any factory for the re-processing of irradiated nuclear fuel; and

(iii) any facility where nuclear material is stored, other than storage incidental to the carriage of such material;

provided that the Installation State may determine that several nuclear installations of one operator which are located at the same site shall be considered as a single nuclear installation.

(c) "Nuclear material" means:

(i) nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a nuclear reactor, either alone or in combination with some other material; and

(ii) radioactive products or waste.

(d) "Operator", in relation to a nuclear installation, means the person designated or recognized by the Installation State as the operator of that installation.

(e) "Radioactive products or waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to, the production or utilization of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

2. An Installation State may, if the small extent of the risks involved so warrants, exclude any nuclear installation or small quantities of nuclear material from the application of this Convention, provided that:

(a) with respect to nuclear installations, criteria for such exclusion have been established by the Board of Governors of the International Atomic Energy Agency and any exclusion by an Installation State satisfies such criteria; and

(b) with respect to small quantities of nuclear material, maximum limits for the exclusion of such quantities have been established by the Board of Governors of

the International Atomic Energy Agency and any exclusion by an Installation State is within such established limits.

The criteria for the exclusion of nuclear installations and the maximum limits for the exclusion of small quantities of nuclear material shall be reviewed periodically by the Board of Governors.

Article 2

Conformity of Legislation

1. The national law of a Contracting Party is deemed to be in conformity with the provisions of Articles 3, 4, 5 and 7 if it contained on 1 January 1995 and continues to contain provisions that:

(a) provide for strict liability in the event of a nuclear incident where there is substantial nuclear damage off the site of the nuclear installation where the incident occurs;

(b) require the indemnification of any person other than the operator liable for nuclear damage to the extent that person is legally liable to provide compensation; and

(c) ensure the availability of at least 1000 million SDRs in respect of a civil nuclear power plant and at least 300 million SDRs in respect of other civil nuclear installations for such indemnification.

2. If in accordance with paragraph 1, the national law of a Contracting Party is deemed to be in conformity with the provision of Articles 3, 4, 5 and 7, then that Party:

(a) may apply a definition of nuclear damage that covers loss or damage set forth in Article I(f) of this Convention and any other loss or damage to the extent that

the loss or damage arises out of or results from the radioactive properties, or a combination of radioactive properties with toxic, explosive or other hazardous properties of nuclear fuel or radioactive products or waste in, or of nuclear material coming from, originating in, or sent to, a nuclear installation; or other ionizing radiation emitted by any source of radiation inside a nuclear installation, provided that such application does not affect the undertaking by that Contracting Party pursuant to Article III of this Convention; and

(b) may apply the definition of nuclear installation in paragraph 3 of this Article to the exclusion of the definition in Article 1.1(b) of this Annex.

3. For the purpose of paragraph 2 (b) of this Article, "nuclear installation" means:

(a) any civil nuclear reactor other than one with which a means of sea or air transport is equipped for use as a source of power, whether for propulsion thereof or any other purpose; and

(b) any civil facility for processing, reprocessing or storing:

(i) irradiated nuclear fuel; or

(ii) radioactive products or waste that:

(1) result from the reprocessing of irradiated nuclear fuel and contain significant amounts of fission products; or

(2) contain elements that have an atomic number greater than 92 in concentrations greater than 10 nano-curies per gram.

(c) any other civil facility for processing, reprocessing or storing nuclear material unless the Contracting Party determines the small extent of the risks involved with such an installation warrants the exclusion of such a facility from this definition.

4. Where that national law of a Contracting Party which is in compliance with paragraph 1 of this Article does not apply to a nuclear incident which occurs outside the territory of that Contracting Party, but over which the courts of that Contracting Party have jurisdiction pursuant to Article XIII of this Convention. Articles 3 to 11 of the Annex shall apply and prevail over any inconsistent provisions of the applicable national law.

Article 3

Operator Liability

1. The operator of a nuclear installation shall be liable for nuclear damage upon proof that such damage has been caused by a nuclear incident:

(a) in that nuclear installation; or

(b) involving nuclear material coming from or originating in that nuclear installation, and occurring:

(i) before liability with regard to nuclear incidents involving the nuclear material has been assumed, pursuant to the express terms of a contract in writing, by the operator of another nuclear installation;

(ii) in the absence of such express terms, before the operator of another nuclear installation has taken charge of the nuclear material; or

(iii) where the nuclear material is intended to be used in a nuclear reactor with which a means of transport is equipped for use as a source of power, whether for propulsion thereof or for any other purpose, before the person duly authorized to operate such reactor has taken charge of the nuclear material; but

(iv) where the nuclear material has been sent to a person within the territory of a non-Contracting State, before it has been unloaded from the means of transport by which it has arrived in the territory of that non-Contracting State;

(c) involving nuclear material sent to that nuclear installation, and occurring:

(i) after liability with regard to nuclear incidents involving the nuclear material has been assumed by the operator pursuant to the express terms of a contract in writing, from the operator of another nuclear installation;

(ii) in the absence of such express terms, after the operator has taken charge of the nuclear material; or

(iii) after the operator has taken charge of the nuclear material from a person operating a nuclear reactor with which a means of transport is equipped for use as a source of power, whether for propulsion thereof or for any other purpose; but

(iv) where the nuclear material has, with the written consent of the operator, been sent from a person within the territory of a non-Contracting State, only after it has been loaded on the means of transport by which it is to be carried from the territory of that State;

provided that, if nuclear damage is caused by a nuclear incident occurring in a nuclear installation and involving nuclear material stored therein incidentally to the carriage of such material, the provisions of sub-paragraph (a) shall not apply where another operator or person is solely liable pursuant to sub-paragraph (b) or (c).

2. The Installation State may provide by legislation that, in accordance with such terms as may be specified in that legislation, a carrier of nuclear material or a person handling radioactive waste may, at such carrier or such person's request and with the consent of the

operator concerned, be designated or recognized as operator in the place of that operator in respect of such nuclear material or radioactive waste respectively. In this case such carrier or such person shall be considered, for all the purposes of this Convention, as an operator of a nuclear installation situated within the territory of that State.

3. The liability of the operator for nuclear damage shall be absolute.

4. Whenever both nuclear damage and damage other than nuclear damage have been caused by a nuclear incident or jointly by a nuclear incident and one or more other occurrences, such other damage shall, to the extent that it is not reasonably separable from the nuclear damage, be deemed to be nuclear damage caused by that nuclear incident. Where, however, damage is caused jointly by a nuclear incident covered by the provisions of this Annex and by an emission of ionizing radiation not covered by it, nothing in this Annex shall limit or otherwise affect the liability, either as regards any person suffering nuclear damage or by way of recourse or contribution, of any person who may be held liable in connection with that emission of ionizing radiation.

5. (a) No liability shall attach to an operator for nuclear damage caused by a nuclear incident directly due to an act of armed conflict, hostilities, civil war or insurrection.

(b) Except insofar as the law of the Installation State may provide to the contrary, the operator shall not be liable for nuclear damage caused by a nuclear incident caused directly due to a grave natural disaster of an exceptional character.

6. National law may relieve an operator wholly or partly from the obligation to pay compensation for nuclear damage suffered by a person if the operator proves the nuclear damage resulted wholly or partly from the gross negligence of that person or an act or omission of that person done with the intent to cause damage.

7. The operator shall not be liable for nuclear damage:

(a) to the nuclear installation itself and any other nuclear installation, including a nuclear installation under construction, on the site where that installation is located; and

(b) to any property on that same site which is used or to be used in connection with any such installation;

(c) unless otherwise provided by national law, to the means of transport upon which the nuclear material involved was at the time of the nuclear incident. If national law provides that the operator is liable for such damage, compensation for that damage shall not have the effect of reducing the liability of the operator in respect of other damage to an amount less than either 150 million SDRs, or any higher amount established by the legislation of a Contracting Party.

8. Nothing in this Convention shall affect the liability outside this Convention of the operator for nuclear damage for which by virtue of paragraph 7(c) he is not liable under this Convention.

9. The right to compensation for nuclear damage may be exercised only against the operator liable, provided that national law may permit a direct right of action against any supplier of funds that are made available pursuant to provisions in national law to ensure compensation through the use of funds from sources other than the operator.

10. The operator shall incur no liability for damage caused by a nuclear incident outside the provisions of national law in accordance with this Convention.

Article 4

Liability Amounts

1. Subject to Article III.1(a)(ii), the liability of the operator may be limited by the Installation State for any one nuclear incident, either:

(a) to not less than 300 million SDRs; or

(b) to not less then 150 million SDRs provided that in excess of that amount and up to at least 300 million SDRs public funds shall be made available by that State to compensate nuclear damage.

2. Notwithstanding paragraph 1, the Installation State, having regard to the nature of the nuclear installation or the nuclear substances involved and to the likely consequences of an incident originating therefrom, may establish a lower amount of liability of the operator, provided that in no event shall any amount so established be less than 5 million SDRs, and provided that the Installation State ensures that public funds shall be made available up to the amount established pursuant to paragraph 1.

3. The amounts established by the Installation State of the liable operator in accordance with paragraphs 1 and 2, as well as the provisions of any legislation of a Contracting Party pursuant to Article 3.7(c) shall apply wherever the nuclear incident occurs.

Article 5

Financial Security

1. (a) The operator shall be required to have and maintain insurance or other financial security covering his liability for nuclear damage in such amount, of such type and in such terms as the Installation State shall specify. The Installation State shall ensure the payment of claims for compensation for nuclear damage which

have been established against the operator by providing the necessary funds to the extent that the yield of insurance or other financial security is inadequate to satisfy such claims, but not in excess of the limit, if any, established pursuant to Article 4. Where the liability of the operator is unlimited, the Installation State may establish a limit of the financial security of the operator liable provided that such limit is not lower than 300 million SDRs. The Installation State shall ensure the payment of claims for compensation for nuclear damage which have been established against the operator to the extent that yield of the financial security is inadequate to satisfy such claims, but not in excess of the amount of the financial security to be provided under this paragraph.

(b) Notwithstanding sub-paragraph (a), the Installation State, having regard to the nature of the nuclear installation or the nuclear substances involved and to the likely consequences of an incident originating therefrom, may establish a lower amount of financial security of the operator, provided that in no event shall any amount so established be less than 5 million SDRs, and provided that the Installation State ensures the payment of claims for compensation for nuclear damage which have been established against the operator by providing necessary funds to the extent that the yield of insurance or other financial security is inadequate to satisfy such claims, and up to the limit provided in sub-paragraph (a).

2. Nothing in paragraph 1 shall require a Contracting Party or any of its constituent sub-divisions to maintain insurance or other financial security to cover their liability as operators.

3. The funds provided by insurance, by other financial security or by the Installation State pursuant to paragraph 1 or Article 4.1(b) shall be exclusively available for compensation due under this Annex.

4. No insurer or other financial guarantor shall suspend or cancel the insurance or other financial security provided pursuant to paragraph 1 without giving notice in writing of at least two months to the competent public authority or, in so far as such insurance or other financial

security relates to the carriage of nuclear material, during the period of the carriage in question.

Article 6

Carriage

1. With respect to a nuclear incident during carriage, the maximum amount of liability of the operator shall be governed by the national law of the Installation State.

2. A Contracting Party may subject carriage of nuclear material through its territory to the condition that the amount of liability of the operator be increased to an amount not to exceed the maximum amount of liability of the operator of a nuclear installation situated in its territory.

3. The provisions of paragraph 2 shall not apply to:

(a) carriage by sea where, under international law, there is a right of entry in cases of urgent distress into ports of a Contracting Party or a right of innocent passage through its territory;

(b) carriage by air where, by agreement or under international law, there is a right to fly over or land on the territory of a Contracting Party.

Article 7

Liability of More Than One Operator

1. Where nuclear damage engages the liability of more than one operator, the operators involved shall, in so far as the damage attributable to each operator is not reasonably separable, be jointly and severally liable. The Installation State may limit the amount of public funds made available per incident to the difference, if any, between the amounts hereby established and the amount established pursuant to Article 4.1.

2. Where a nuclear incident occurs in the course of carriage of nuclear material, either in one and the same means of transport, or, in the case of storage incidental to the carriage, in one and the same nuclear installation, and causes nuclear damage which engages the liability of more than one operator, the total liability shall not exceed the highest amount applicable with respect to any one of them pursuant to Article 4.

3. In neither of the cases referred to in paragraphs 1 and 2 shall the liability of any one operator exceed the amount applicable with respect to him pursuant to Article 4.

4. Subject to the provisions of paragraphs 1 to 3, where several nuclear installations of one and the same operator are involved in one nuclear incident, such operator shall be liable in respect of each nuclear installation involved up to the amount applicable with respect to him pursuant to Article 4. The Installation State may limit the amount of public funds made available as provided for in paragraph 1.

Article 8

Compensation Under National Law

1. For purposes of this Convention, the amount of compensation shall be determined without regard to any interest or costs awarded in a proceeding for compensation of nuclear damage.

2. Compensation for damage suffered outside the Installation State shall be provided in a form freely transferable among Contracting Parties.

3. Where provisions of national or public health insurance, social insurance, social security, workmen's compensation or occupational disease compensation systems include compensation for nuclear damage, rights of beneficiaries of such systems and rights of recourse by virtue of such systems shall be determined by the national law of the Contracting Party in which such systems have been established or by the regulations of the intergovernmental organization which has established such systems.

Article 9

Period of Extinction

1. Rights of compensation under this Convention shall be extinguished if an action is not brought within ten years from the date of the nuclear incident. If, however, under the law of the Installation State the liability of the operator is covered by insurance or other financial security or by State funds for a period longer than ten years, the law of the competent court may provide that rights of compensation against the operator shall only be extinguished after a period which may be longer than ten years, but shall not be longer than the period for which his liability is so covered under the law of the Installation State.

2. Where nuclear damage is caused by a nuclear incident involving nuclear material which at the time of the nuclear incident was stolen, lost, jettisoned or abandoned, the period established pursuant to paragraph 1 shall be computed from the date of that nuclear incident, but the period shall in no case, subject to legislation pursuant to paragraph 1, exceed a period of twenty years from the date of the theft, loss, jettison or abandonment.

3. The law of the competent court may establish a period of extinction or prescription of not less than three years from the date on which the person suffering nuclear damage had knowledge or should have had knowledge of the damage and of the operator liable for the damage, provided that the period established pursuant to paragraphs 1 and 2 shall not be exceeded.

4. If the national law of a Contracting Party provides for a period of extinction or prescription greater than ten years from the date of a nuclear incident, it shall contain provisions for the equitable and timely satisfaction of claims for loss of life or personal injury filed within ten years from the date of the nuclear incident.

Article 10

Right of Recourse

National law may provide that the operator shall have a right of recourse only:

(a) if this is expressly provided for by a contract in writing; or

(b) if the nuclear incident results from an act or omission done with intent to cause damage, against the individual who has acted or omitted to act with such intent.

Article 11

Applicable Law

Subject to the provisions of this Convention, the nature, form, extent and equitable distribution of compensation for nuclear damage caused by a nuclear incident shall be governed by the law of the competent court.

International Atomic Energy Agency
INFORMATION CIRCULAR

INF

INFCIRC/566/Add.1
INFCIRC/567/Add.1
23 July 1998

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Original: ARABIC, CHINESE, ENGLISH, FRENCH, RUSSIAN and SPANISH

PROTOCOL TO AMEND THE VIENNA CONVENTION ON CIVIL LIABILITY FOR NUCLEAR DAMAGE

CONVENTION ON SUPPLEMENTARY COMPENSATION FOR NUCLEAR DAMAGE

FINAL ACT

1. The Diplomatic Conference, which was convened by the Director General in Vienna from 8 to 12 September 1997, adopted the above referenced instruments reproduced in documents INFCIRC/566 and INFCIRC/567.

2. The Final Act of the Diplomatic Conference is reproduced herein for the information of all Members.

For reasons of economy, this document has been printed in a limited number.

98-02439

FINAL ACT

1. The Board of Governors of the International Atomic Energy Agency (IAEA) at its meeting on 11 June 1997 authorized the Director General to convene a Diplomatic Conference to adopt a Protocol to Amend the Vienna Convention on Civil Liability for Nuclear Damage and to adopt a Convention on Supplementary Funding.

2. The Conference met in Vienna at the Headquarters of the IAEA, 8 - 12 September 1997.

3. The Governments of the following States were represented at the Conference: Algeria, Argentina, Armenia, Australia, Austria, Belarus, Belgium, Bosnia and Herzegovina, Brazil, Bulgaria, Canada, Chile, China, Colombia, Costa Rica, Croatia, Cuba, Czech Republic, Denmark, Ecuador, Egypt, Finland, France, Georgia, Germany, Greece, Guatemala, Holy See, Hungary, India, Indonesia, Iran, Islamic Republic of, Iraq, Ireland, Israel, Italy, Japan, Jordan, Korea, Republic of, Kuwait, Latvia, Lebanon, Lithuania, Luxembourg, Malaysia, Mexico, Morocco, Netherlands, New Zealand, Nicaragua, Nigeria, Norway, Pakistan, Paraguay, Peru, Philippines, Poland, Portugal, Romania, Russian Federation, Saudi Arabia, Slovakia, Slovenia, South Africa, Spain, Sudan, Swaziland, Sweden, Switzerland, Syrian Arab Republic, Thailand, The former Yugoslav Republic of Macedonia, Tunisia, Turkey, Ukraine, United Arab Emirates, United Kingdom of Great Britain and Northern Ireland, United States of America, Uruguay, Viet Nam and Yemen.

4. The following international organizations were represented by observers at the Conference: International Maritime Organization, United Nations, European Union/European Commission and OECD Nuclear Energy Agency. The following non-governmental organizations were represented by observers at the Conference: British/European Insurance Committee, Greenpeace and UNIPEDE.

5 The Conference was opened by Mr. David Waller, the Acting Director General, on behalf of Dr. Hans Blix, Director General of the IAEA. Dr. Blix and Mr. Waller also addressed the Conference.

6 The Conference elected Mr. J. Mišák, (Slovakia) as President, and Ms. C. E. Kessler (United States of America), Mr. S.C.M. Abi-Sad (Brazil), Mr. C. Zeileissen (Austria), Mr. J. Łopuski (Poland), H.E. Mr. A. Halim Mohamed (Sudan), Mr. E. Khalilipour Langeroudi (Iran, Islamic Republic of), H.E. Mr. L.L. Joseph (Australia) and Mr. Chung Won Cho (Korea, Republic of) as Vice-Presidents.

7 The Conference set up a Committee of the Whole of which the members were all States participating in the Conference. The Conference elected Judge T. Melchior (Denmark) as Chairman of the Committee of the Whole, and Mr. G. Maffei (Argentina) as Vice Chairman.

8 The Conference set up a Drafting Committee of which the members were the representatives of the following States: Australia, Austria, Belgium, China, Cuba, France, Italy, Jordan, Korea, Republic of, Mexico, Morocco, Netherlands, Norway, Russian Federation, Syrian Arab Republic, Ukraine, United Kingdom of Great Britain and Northern Ireland, and the United States of America.

The Conference elected Mr. A. Gioia (Italy) as Chairman of the Drafting Committee.

9 The Conference had before it as the basic proposal for its discussions the following documents: the Draft Protocol to amend the Vienna Convention on Civil Liability for Nuclear Damage and the Draft Convention on Supplementary Funding (Documents NL/DC/3 and NL/DC/4), prepared by the IAEA Standing Committee on Liability for Nuclear Damage under the Chairmanship of H.E. Mr. C. Lidgard.

10. On the basis of its deliberations, the Conference adopted on 12 September 1997 the Protocol to Amend the Vienna Convention on Civil Liability for Nuclear Damage and the Convention on Supplementary Compensation for Nuclear Damage which are attached to this Final Act, and which will be opened for signature in accordance with their provisions at the Headquarters of the IAEA from 29 September 1997. The Protocol to Amend the Vienna Convention on Civil Liability for Nuclear Damage and the Convention on Supplementary Compensation for Nuclear Damage are subject to ratification, acceptance, approval or accession. They will be deposited with the Director General of the IAEA.

11. The following States made statements after the adoption of the Protocol and the Convention, which will be reflected in the summary records of the Conference: Belgium China, Ecuador, Egypt, Germany, New Zealand, Norway, Pakistan, Turkey and Ukraine.

12. The Conference adopted this Final Act. The original of this Final Act, of which the Arabic, Chinese, English, French, Russian and Spanish texts are equally authentic, is deposited with the Director General of the IAEA.

IN WITNESS WHEREOF the undersigned have affixed their signatures to this Final Act.

DONE at Vienna this twelfth day of September, one thousand nine hundred and ninety-seven.

International Atomic Energy Agency
INFORMATION CIRCULAR

INF

INFCIRC/568
30 June 1998

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COMMUNICATION OF 25 JUNE 1998 RECEIVED FROM THE PERMANENT MISSION OF INDIA TO THE INTERNATIONAL ATOMIC ENERGY AGENCY

Attached is a communication received from the Permanent Mission of India forwarding a statement by the Government of India, for the information of Member States.

For reasons of economy, this document has been printed in a limited number.

98-02290

INFCIRC/568
Attachment

भारत का राजदूत, वियना
AMBASSADOR OF INDIA, VIENNA

भारत

June 25, 1998

Dear Director General,

The Joint Ministerial Declaration released by the Ministers of Foreign Affairs of Brazil, Egypt, Ireland, Mexico, New Zealand, Slovenia, South Africa and Sweden has been circulated as an information document by the Agency to Member States at the request of the Permanent Mission of New Zealand (INFCIRC/565).

2. I would like to inform you that our Minister of State for External Affairs has already written to all the eight Foreign Ministers and has emphasised that the Declaration contains a number of valuable suggestions.

3. Meanwhile, the Government of India has also issued a press statement on this Joint Ministerial Declaration dated the 23rd June, 1998. A copy of this statement is enclosed.

4. I would be grateful if you could arrange to have the attached statement circulated as an information document to all Member States.

With assurances of my highest consideration,

Yogesh Tiwari

(Yogesh M. Tiwari)
Ambassador of India

H.E. Dr. Mohamed ElBaradei,
Director General,
International Atomic Energy Agency,
Vienna

Encl: as above

Government of India
Ministry of External Affairs

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PRESS STATEMENT

We have seen a Joint Declaration by the Ministers for Foreign Affairs of Brazil, Egypt, Ireland, Mexico, New Zealand, Slovenia, South Africa and Sweden titled "Towards a Nuclear Weapon Free World: The Need for a New Agenda" of 9th June, 1998. The declaration contains a number of valuable suggestions which deserve consideration by the international community.

2. The Minister of State for External Affairs has written separately to the Foreign Ministers of these eight countries expressing readiness to cooperate with them in collective efforts for the establishment of a nuclear-weapon-free world in the coming millenium. This is in consonance with our past initiatives on nuclear disarmament which were premised on our conviction that the global elimination of nuclear weapons is the only way to enhance global security.

3. The declaration is a timely reminder that in spite of nearly a 100 resolutions of the UN General Assembly reflecting the will of the international community, decisive steps for creating a nuclear-weapon-free world have not still been taken. In her letter, the Minister of State for External Affairs has underlined that partial measures for non-proliferation will not work. The road map is clear - we have dealt with other categories of weapons of mass destruction i.e. chemical weapons and biological weapons by negotiating multilateral treaties that are comprehensive, universal and non-discriminatory. We need to adopt a similar approach to deal with nuclear weapons.

4. India's response to the Joint Declaration underscores the fact that as a nuclear weapon state, our commitment to pursuing global nuclear disarmament in order to achieve a nuclear-weapon-free world remains undiluted.